

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

ECOLAB Inc., and NALCO COMPANY,
LLC d/b/a Nalco Water, an Ecolab Company
and/or Nalco Water,

Plaintiffs,

v.

ANTHONY RIDLEY and CHEMTREAT,
INC.,

Defendants.

Case No. 1:22-cv-00050

District Judge Travis R. McDonough

Magistrate Judge Christopher H. Steger

DEFENDANTS' PROPOSED JURY VERDICT FORM¹

1. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that one or more of the documents Plaintiffs presented in evidence are trade secrets?

_____ No (*If you answer "No" to Question 1, please skip to Question 4.*)

_____ Yes, with respect to the following documents:

_____ PLX22

_____ PLX35

_____ PLX64

¹ The parties cooperatively conferred about their proposed jury verdict forms, but they were unable to reach agreement. As a result, the parties are submitting separate proposed verdict forms for the Court's consideration. Defendants' proposed verdict form has two significant differences from Plaintiffs' proposal. First, it asks the jury to determine which, if any, of Plaintiffs' documents are trade secrets. Plaintiffs allege that Anthony Ridley and ChemTreat misappropriated Plaintiffs' **documents** and **files**. Doc. 229 ¶¶ 2, 60, 65, 75, 145, 244. The jury must therefore decide which, if any, of those documents contain trade secrets. *See* Jury Instructions, *Caudill Seed & Warehouse Co. v. Jarrow Formulas Inc.*, No. 3:13-cv-000082-CRS-CHL (W.D. Ky. June 26, 2019), ECF No. 435 at 1. Second, Defendants' proposed verdict form asks the jury to make findings on each element of Plaintiffs' other state law claims. Given the complexity created by the differing application of preemption to the claims against Ridley and ChemTreat, Defendants believe a special verdict form addressing each element is appropriate. Each of the questions in Defendants' proposed verdict form corresponds with the proposed jury instructions and is supported by the citations therein.

_____ PLX65	_____ PLX87	_____ PLX109
_____ PLX66	_____ PLX88	_____ PLX110
_____ PLX67	_____ PLX89	_____ PLX111
_____ PLX68	_____ PLX90	_____ PLX112
_____ PLX69	_____ PLX91	_____ PLX113
_____ PLX70	_____ PLX92	_____ PLX114
_____ PLX71	_____ PLX93	_____ PLX115
_____ PLX72	_____ PLX94	_____ PLX116
_____ PLX73	_____ PLX95	_____ PLX117
_____ PLX74	_____ PLX96	_____ PLX118
_____ PLX75	_____ PLX97	_____ PLX119
_____ PLX76	_____ PLX98	_____ PLX120
_____ PLX77	_____ PLX99	_____ PLX121
_____ PLX78	_____ PLX100	_____ PLX123
_____ PLX79	_____ PLX101	_____ PLX124
_____ PLX80	_____ PLX102	_____ PLX125
_____ PLX81	_____ PLX103	_____ PLX126
_____ PLX82	_____ PLX104	_____ PLX127
_____ PLX83	_____ PLX105	_____ PLX128
_____ PLX84	_____ PLX106	_____ PLX129
_____ PLX85	_____ PLX107	
_____ PLX86	_____ PLX108	

2. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **Anthony Ridley** misappropriated a trade secret identified in Question 1?

_____ No (*If you answer "No" to Question 2, please skip to Question 4.*)

_____ Yes, with respect to the following trade secret(s) identified in Question 1:

_____ PLX22	_____ PLX85	_____ PLX108
_____ PLX35	_____ PLX86	_____ PLX109
_____ PLX64	_____ PLX87	_____ PLX110
_____ PLX65	_____ PLX88	_____ PLX111
_____ PLX66	_____ PLX89	_____ PLX112
_____ PLX67	_____ PLX90	_____ PLX113
_____ PLX68	_____ PLX91	_____ PLX114
_____ PLX69	_____ PLX92	_____ PLX115
_____ PLX70	_____ PLX93	_____ PLX116
_____ PLX71	_____ PLX94	_____ PLX117
_____ PLX72	_____ PLX95	_____ PLX118
_____ PLX73	_____ PLX96	_____ PLX119
_____ PLX74	_____ PLX97	_____ PLX120
_____ PLX75	_____ PLX98	_____ PLX121
_____ PLX76	_____ PLX99	_____ PLX123
_____ PLX77	_____ PLX100	_____ PLX124
_____ PLX78	_____ PLX101	_____ PLX125
_____ PLX79	_____ PLX102	_____ PLX126
_____ PLX80	_____ PLX103	_____ PLX127
_____ PLX81	_____ PLX104	_____ PLX128
_____ PLX82	_____ PLX105	_____ PLX129
_____ PLX83	_____ PLX106	
_____ PLX84	_____ PLX107	

2(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **Anthony Ridley** used a trade secret identified in Question 1?²

_____ No (*If you answer “No” to Question 2(A), please skip to Question 4.*)

_____ Yes, with respect to the following trade secret(s) identified in Question 1:

_____ PLX22	_____ PLX80	_____ PLX98
_____ PLX35	_____ PLX81	_____ PLX99
_____ PLX64	_____ PLX82	_____ PLX100
_____ PLX65	_____ PLX83	_____ PLX101
_____ PLX66	_____ PLX84	_____ PLX102
_____ PLX67	_____ PLX85	_____ PLX103
_____ PLX68	_____ PLX86	_____ PLX104
_____ PLX69	_____ PLX87	_____ PLX105
_____ PLX70	_____ PLX88	_____ PLX106
_____ PLX71	_____ PLX89	_____ PLX107
_____ PLX72	_____ PLX90	_____ PLX108
_____ PLX73	_____ PLX91	_____ PLX109
_____ PLX74	_____ PLX92	_____ PLX110
_____ PLX75	_____ PLX93	_____ PLX111
_____ PLX76	_____ PLX94	_____ PLX112
_____ PLX77	_____ PLX95	_____ PLX113
_____ PLX78	_____ PLX96	_____ PLX114
_____ PLX79	_____ PLX97	_____ PLX115

² All parties have summary judgment motions and motions *in limine* pending before the Court. All parties accordingly reserve the right to alter the proposed verdict form to the extent the Court's rulings impact the claims and elements that are triable to the jury in light of the evidence.

_____ PLX116	_____ PLX121	_____ PLX127
_____ PLX117	_____ PLX123	_____ PLX128
_____ PLX118	_____ PLX124	_____ PLX129
_____ PLX119	_____ PLX125	
_____ PLX120	_____ PLX126	

2(B). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **Anthony Ridley** was unjustly enriched through his use of a trade secret identified in Question 2(A)?

_____ No (*If you answer "No" to Question 2(B), please skip to Question 4.*)

_____ Yes, with respect to the following trade secret(s) identified in Question 1:

_____ PLX22	_____ PLX77	_____ PLX92
_____ PLX35	_____ PLX78	_____ PLX93
_____ PLX64	_____ PLX79	_____ PLX94
_____ PLX65	_____ PLX80	_____ PLX95
_____ PLX66	_____ PLX81	_____ PLX96
_____ PLX67	_____ PLX82	_____ PLX97
_____ PLX68	_____ PLX83	_____ PLX98
_____ PLX69	_____ PLX84	_____ PLX99
_____ PLX70	_____ PLX85	_____ PLX100
_____ PLX71	_____ PLX86	_____ PLX101
_____ PLX72	_____ PLX87	_____ PLX102
_____ PLX73	_____ PLX88	_____ PLX103
_____ PLX74	_____ PLX89	_____ PLX104
_____ PLX75	_____ PLX90	_____ PLX105
_____ PLX76	_____ PLX91	_____ PLX106

_____ PLX107	_____ PLX115	_____ PLX124
_____ PLX108	_____ PLX116	_____ PLX125
_____ PLX109	_____ PLX117	_____ PLX126
_____ PLX110	_____ PLX118	_____ PLX127
_____ PLX111	_____ PLX119	_____ PLX128
_____ PLX112	_____ PLX120	_____ PLX129
_____ PLX113	_____ PLX121	
_____ PLX114	_____ PLX123	

2(C). How much money do you award Plaintiffs in connection with each of the trade secrets that you found Anthony Ridley used to unjustly enrich himself, as you identified in Question 2(B)?

Amount

\$ _____ PLX22	\$ _____ PLX75
\$ _____ PLX35	\$ _____ PLX76
\$ _____ PLX64	\$ _____ PLX77
\$ _____ PLX65	\$ _____ PLX78
\$ _____ PLX66	\$ _____ PLX79
\$ _____ PLX67	\$ _____ PLX80
\$ _____ PLX68	\$ _____ PLX81
\$ _____ PLX69	\$ _____ PLX82
\$ _____ PLX70	\$ _____ PLX83
\$ _____ PLX71	\$ _____ PLX84
\$ _____ PLX72	\$ _____ PLX85
\$ _____ PLX73	\$ _____ PLX86
\$ _____ PLX74	\$ _____ PLX87

\$ _____	PLX88	\$ _____	PLX109
\$ _____	PLX89	\$ _____	PLX110
\$ _____	PLX90	\$ _____	PLX111
\$ _____	PLX91	\$ _____	PLX112
\$ _____	PLX92	\$ _____	PLX113
\$ _____	PLX93	\$ _____	PLX114
\$ _____	PLX94	\$ _____	PLX115
\$ _____	PLX95	\$ _____	PLX116
\$ _____	PLX96	\$ _____	PLX117
\$ _____	PLX97	\$ _____	PLX118
\$ _____	PLX98	\$ _____	PLX119
\$ _____	PLX99	\$ _____	PLX120
\$ _____	PLX100	\$ _____	PLX121
\$ _____	PLX101	\$ _____	PLX123
\$ _____	PLX102	\$ _____	PLX124
\$ _____	PLX103	\$ _____	PLX125
\$ _____	PLX104	\$ _____	PLX126
\$ _____	PLX105	\$ _____	PLX127
\$ _____	PLX106	\$ _____	PLX128
\$ _____	PLX107	\$ _____	PLX129
\$ _____	PLX108		

3. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** misappropriated a trade secret identified in Question 1?

_____ No (*If you answer "No" to Question 3, please skip to Question 5.*)

_____ Yes, with respect to the following trade secret(s) identified in Question 1:

_____ PLX22	_____ PLX85	_____ PLX108
_____ PLX35	_____ PLX86	_____ PLX109
_____ PLX64	_____ PLX87	_____ PLX110
_____ PLX65	_____ PLX88	_____ PLX111
_____ PLX66	_____ PLX89	_____ PLX112
_____ PLX67	_____ PLX90	_____ PLX113
_____ PLX68	_____ PLX91	_____ PLX114
_____ PLX69	_____ PLX92	_____ PLX115
_____ PLX70	_____ PLX93	_____ PLX116
_____ PLX71	_____ PLX94	_____ PLX117
_____ PLX72	_____ PLX95	_____ PLX118
_____ PLX73	_____ PLX96	_____ PLX119
_____ PLX74	_____ PLX97	_____ PLX120
_____ PLX75	_____ PLX98	_____ PLX121
_____ PLX76	_____ PLX99	_____ PLX123
_____ PLX77	_____ PLX100	_____ PLX124
_____ PLX78	_____ PLX101	_____ PLX125
_____ PLX79	_____ PLX102	_____ PLX126
_____ PLX80	_____ PLX103	_____ PLX127
_____ PLX81	_____ PLX104	_____ PLX128
_____ PLX82	_____ PLX105	_____ PLX129
_____ PLX83	_____ PLX106	
_____ PLX84	_____ PLX107	

3(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** used a trade secret identified in Question 3?

_____ No (*If you answer “No” to Question 3(A), please skip to Question 5.*)

_____ Yes, with respect to the following trade secret(s) identified in Question 1:

_____ PLX22	_____ PLX85	_____ PLX108
_____ PLX35	_____ PLX86	_____ PLX109
_____ PLX64	_____ PLX87	_____ PLX110
_____ PLX65	_____ PLX88	_____ PLX111
_____ PLX66	_____ PLX89	_____ PLX112
_____ PLX67	_____ PLX90	_____ PLX113
_____ PLX68	_____ PLX91	_____ PLX114
_____ PLX69	_____ PLX92	_____ PLX115
_____ PLX70	_____ PLX93	_____ PLX116
_____ PLX71	_____ PLX94	_____ PLX117
_____ PLX72	_____ PLX95	_____ PLX118
_____ PLX73	_____ PLX96	_____ PLX119
_____ PLX74	_____ PLX97	_____ PLX120
_____ PLX75	_____ PLX98	_____ PLX121
_____ PLX76	_____ PLX99	_____ PLX123
_____ PLX77	_____ PLX100	_____ PLX124
_____ PLX78	_____ PLX101	_____ PLX125
_____ PLX79	_____ PLX102	_____ PLX126
_____ PLX80	_____ PLX103	_____ PLX127
_____ PLX81	_____ PLX104	_____ PLX128
_____ PLX82	_____ PLX105	_____ PLX129
_____ PLX83	_____ PLX106	
_____ PLX84	_____ PLX107	

3(B). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** was unjustly enriched through its use of a trade secret identified in Question 3(A)?

_____ No (*If you answer “No” to Question 3(B), please skip to Question 5.*)

_____ Yes, with respect to the following trade secret(s) identified in Question 1:

_____ PLX22	_____ PLX82	_____ PLX102
_____ PLX35	_____ PLX83	_____ PLX103
_____ PLX64	_____ PLX84	_____ PLX104
_____ PLX65	_____ PLX85	_____ PLX105
_____ PLX66	_____ PLX86	_____ PLX106
_____ PLX67	_____ PLX87	_____ PLX107
_____ PLX68	_____ PLX88	_____ PLX108
_____ PLX69	_____ PLX89	_____ PLX109
_____ PLX70	_____ PLX90	_____ PLX110
_____ PLX71	_____ PLX91	_____ PLX111
_____ PLX72	_____ PLX92	_____ PLX112
_____ PLX73	_____ PLX93	_____ PLX113
_____ PLX74	_____ PLX94	_____ PLX114
_____ PLX75	_____ PLX95	_____ PLX115
_____ PLX76	_____ PLX96	_____ PLX116
_____ PLX77	_____ PLX97	_____ PLX117
_____ PLX78	_____ PLX98	_____ PLX118
_____ PLX79	_____ PLX99	_____ PLX119
_____ PLX80	_____ PLX100	_____ PLX120
_____ PLX81	_____ PLX101	_____ PLX121

_____ PLX123

_____ PLX126

_____ PLX129

_____ PLX124

_____ PLX127

_____ PLX125

_____ PLX128

3(C). How much money do you award Plaintiffs in connection with each trade secret that you found **ChemTreat, Inc.** used to unjustly enrich itself, as you identified in Question 3(B)?

Amount

\$ _____ PLX22

\$ _____ PLX81

\$ _____ PLX35

\$ _____ PLX82

\$ _____ PLX64

\$ _____ PLX83

\$ _____ PLX65

\$ _____ PLX84

\$ _____ PLX66

\$ _____ PLX85

\$ _____ PLX67

\$ _____ PLX86

\$ _____ PLX68

\$ _____ PLX87

\$ _____ PLX69

\$ _____ PLX88

\$ _____ PLX70

\$ _____ PLX89

\$ _____ PLX71

\$ _____ PLX90

\$ _____ PLX72

\$ _____ PLX91

\$ _____ PLX73

\$ _____ PLX92

\$ _____ PLX74

\$ _____ PLX93

\$ _____ PLX75

\$ _____ PLX94

\$ _____ PLX76

\$ _____ PLX95

\$ _____ PLX77

\$ _____ PLX96

\$ _____ PLX78

\$ _____ PLX97

\$ _____ PLX79

\$ _____ PLX98

\$ _____ PLX80

\$ _____ PLX99

\$ _____	PLX100	\$ _____	PLX115
\$ _____	PLX101	\$ _____	PLX116
\$ _____	PLX102	\$ _____	PLX117
\$ _____	PLX103	\$ _____	PLX118
\$ _____	PLX104	\$ _____	PLX119
\$ _____	PLX105	\$ _____	PLX120
\$ _____	PLX106	\$ _____	PLX121
\$ _____	PLX107	\$ _____	PLX123
\$ _____	PLX108	\$ _____	PLX124
\$ _____	PLX109	\$ _____	PLX125
\$ _____	PLX110	\$ _____	PLX126
\$ _____	PLX111	\$ _____	PLX127
\$ _____	PLX112	\$ _____	PLX128
\$ _____	PLX113	\$ _____	PLX129
\$ _____	PLX114		

4.³ Do you unanimously find that Plaintiffs acted in bad faith in bringing or maintaining any one of its trade secret claims against **Anthony Ridley**?

_____ No

_____ Yes as to Nalco

_____ Yes as to Ecolab

³ ChemTreat's position is that this question, concerning Ridley's counterclaim, should be excluded from the initial verdict form. To the extent the jury finds that Ridley is not liable as to Plaintiffs' trade secret misappropriation claims, this question should be submitted to the jury in a supplemental verdict form.

5. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **Anthony Ridley** breached a fiduciary duty he owed to Plaintiffs?

_____ No (*If you answer "No" to Question 5, please skip to Question 6.*)

_____ Yes as to Nalco

_____ Yes as to Ecolab

5(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Plaintiffs were injured as a result of **Anthony Ridley's** breach of fiduciary duty?

_____ No (*If you answer "No" to Question 5(A), please skip to Question 6.*)

_____ Yes as to Nalco

_____ Yes as to Ecolab

5(B). How much do you award Plaintiffs in connection with any breach you identified in Question 5(A)?

Amount: \$ _____ to Nalco

 \$ _____ to Ecolab

6. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **Anthony Ridley** entered into an enforceable contract with Plaintiffs?

_____ No (*If you answer "No" to Question 6, please STOP and read the final instruction.*)

_____ Yes

6(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **Anthony Ridley** breached his contract with Plaintiffs?

_____ No (*If you answer "No" to Question 6(A), please STOP and read the final instruction.*)

_____ Yes, in the following way(s):

_____ Soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021

_____ Transferring or storing Plaintiffs' information on a personal device without authorization

_____ Failing to return Plaintiffs' property at the end of his employment

6(B). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that they suffered damages caused by the breach(es) identified in Question 6(A)?

_____ No (If you answer "No" to Question 6(B), please STOP and read the final instruction.)

_____ Yes, as to the following breach(es):

_____ Soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021

_____ Transferring or storing Plaintiffs' information on a personal device without authorization

_____ Failing to return Plaintiffs' property at the end of his employment

6(C). How much money do you award Plaintiffs in connection with any breach of contract that you found caused Plaintiffs' damages, as you identified in Question 6(B)?

Amount

\$ _____ Soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021

\$ _____ Transferring or storing Plaintiffs' information on a personal device without authorization

\$ _____ Failing to return Plaintiffs' property at the end of his employment

7. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** induced Anthony Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (If you answer "No" to Question 7, please STOP and read the final instruction.)

_____ Yes.

7(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** acted intentionally and without legal justification in inducing Anthony Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (If you answer "No" to Question 7(A), please STOP and read the final instruction.)

_____ Yes.

7(B). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** proximately caused Mr. Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (*If you answer "No" to Question 7(B), please STOP and read the final instruction.*)

_____ Yes.

7(C). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Plaintiffs were injured by ChemTreat, Inc. intentionally inducing Anthony Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (*If you answer "No" to Question 7(C), please STOP and read the final instruction.*)

_____ Yes.

7(D). How much money do you award Plaintiffs in connection with your finding that Plaintiffs were proximately injured by ChemTreat, Inc. intentionally inducing Anthony Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

Amount: \$ _____

8. Do you unanimously find that Plaintiffs proved by clear and convincing evidence that **ChemTreat, Inc.** procured the breach of Anthony Ridley's contract with Plaintiffs by inducing Mr. Ridley to solicit an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (*If you answer "No" to Question 8, please skip to Question 9.*)

_____ Yes.

8(A). Do you unanimously find that Plaintiffs proved by a clear and convincing evidence that **ChemTreat, Inc.** proximately caused Mr. Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (*If you answer "No" to Question 8(A), please skip to Question 9.*)

_____ Yes.

8(B). Do you unanimously find that Plaintiffs proved by clear and convincing evidence that Plaintiffs were injured by ChemTreat, Inc. procuring the breach of Anthony Ridley's contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (*If you answer "No" to Question 8(B), please skip to Question 9.*)

_____ Yes.

8(C). How much money do you award Plaintiffs in connection with your finding that Plaintiffs were proximately injured by ChemTreat, Inc. procuring the breach of Anthony Ridley's contract with Plaintiffs by soliciting Plaintiffs' employees that Mr. Ridley had material contact with in his final 12 months of his employment with Plaintiffs?

Amount: \$ _____

9. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Anthony Ridley and ChemTreat, Inc. engaged in a civil conspiracy against Plaintiffs?

_____ No (*If you answer "No" to Question 9, please STOP and read the final instruction.*)

_____ Yes

9(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Plaintiffs were injured by the civil conspiracy?

_____ No (*If you answer "No" to Question 9(A), please STOP and read the final instruction.*)

_____ Yes

9(B). How much money do you award Plaintiffs in connection with the civil conspiracy?

Amount: \$ _____

FINAL INSTRUCTION: Please have the foreperson sign and date this form and return it to the court officer.

FOREPERSON

DATE

DATED: October 13, 2023

Respectfully submitted,

/s/ Troy C. Homesley

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